

## CHAPTER 59

**An Act to Ratify an Agreement Bearing Date the 16th Day of November, 1964, between the City of Prince Rupert, Canadian National Railway Company, and Her Majesty the Queen in Her Right of Her Province of British Columbia.**

[Assented to 26th March, 1965.]

## Preamble.

WHEREAS the City of Prince Rupert has presented a petition praying for an Act to ratify an Agreement bearing date the 16th day of November, 1964, between City of Prince Rupert, Canadian National Railway Company, and Her Majesty the Queen in Her Right of Her Province of British Columbia, varying the terms of an Agreement dated the 8th day of June, 1911, between The Municipality of the City of Prince Rupert, The Grand Trunk Pacific Railway Company, The Grand Trunk Pacific Development Company Limited, and His Majesty the King in His Right of His Province of British Columbia, represented by the Minister of Lands of the Province of British Columbia:

And whereas it is expedient to grant the prayer of the said petition:

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

## Short title.

1. This Act may be cited as *An Act to Ratify an Agreement Dated the 16th Day of November, 1964, between City of Prince Rupert, Canadian National Railway Company, and Her Majesty the Queen in Her Right of Her Province of British Columbia.*

## Ratification of Agreement.

2. The said Agreement, a copy of which forms a Schedule to this Act, is hereby ratified and confirmed and declared to be legally binding according to the tenor and effect thereof upon City of Prince Rupert, Canadian National Railway Company, and Her Majesty the Queen in Her Right of Her Province of British Columbia, and the parties to the said Agreement, so far as the Legislature of the Province of British Columbia has power to enact, are hereby authorized and empowered to do all such acts as may be necessary in order to give full effect to the said Agreement, and the provisions thereof are to be taken as if they had been expressly enacted hereby and formed an integral part of this Act.

3. The said city shall not put any lands described in clause 1 of the said Agreement in the Schedule to any use contrary to the condition

expressed in said clause, and any contrary use may be restrained at the suit of any owner-elect of the city.

### SCHEDULE

MEMORANDUM OF AGREEMENT made in triplicate this 16th day of November, in the year of our Lord one thousand nine hundred and sixty-four,

BETWEEN:

CITY OF PRINCE RUPERT (hereinafter called the "City"), OF THE FIRST PART,

CANADIAN NATIONAL RAILWAY COMPANY (successor by amalgamation to The Grand Trunk Pacific Railway Company and The Grand Trunk Pacific Development Company Limited) (hereinafter called the "Railway Company"), OF THE SECOND PART,

AND

HER MAJESTY THE QUEEN IN HER RIGHT OF HER PROVINCE OF BRITISH COLUMBIA (hereinafter referred to as the "Province"), OF THE THIRD PART.

WHEREAS an Agreement was entered into on the 8th day of June, 1911, between the party of the first part, referred to therein as "The Municipality of the City of Prince Rupert", The Grand Trunk Pacific Railway Company, The Grand Trunk Pacific Development Company Limited (the latter hereinafter being referred to as the "Townsite Company"), and the party of the third part, referred to therein as "His Majesty the King in His Right of His Province of British Columbia Herein Represented and Acting by The Honourable William R. Ross, Minister of Lands of Said Province":

AND WHEREAS the said Agreement was subsequently ratified by an Act of the Legislature of the Province of British Columbia, being Chapter 30 of the Statutes of British Columbia in the year 1912:

AND WHEREAS by paragraph 4 of said Agreement the Townsite Company agreed, with the concurrence of the Province, to grant to the City a Lease for the term of Nine Hundred and Ninety-nine (999) years of the several parcels of land set forth and described in said paragraph subject to the several conditions mentioned therein:

AND WHEREAS by paragraph 5 of said Agreement the Townsite Company agreed, with the concurrence of the Province, to grant to the City a Lease for the term of Nine Hundred and Ninety-nine (999) years of the several parcels of land set forth and described in said paragraph subject to the several conditions mentioned therein:

AND WHEREAS Canadian National Railway Company is the successor under and by virtue of a certain Agreement for amalgamation dated the 17th day of May, 1956, and approved by Order-in-Council P.C. 1956-772 dated the 17th day of May, 1956, to The Grand Trunk Pacific Railway Company and The Grand Trunk Pacific Development Company Limited:

AND WHEREAS it has now been agreed by the Railway Company, with the concurrence of the Province, that all the lands set forth and described in paragraphs 4 and 5 of the said Agreement shall be conveyed by the Railway Company by good and sufficient deeds in fee simple unto the City, subject to the terms and conditions hereinafter set forth:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and agreements on the part of the several parties herein contained the parties hereto have agreed with each other as follows:

1. The Railway Company will, with the concurrence of the Province, as testified by the Province joining in this Agreement, convey to the City in fee simple, subject to the express condition that the hereinafter mentioned lands shall not be used for purposes other than of parks, public recreation, municipal public buildings, public schools, hospital buildings, cemeteries, reservoirs, and generally only for those purposes that are for the use and enjoyment of the public at large and are of a non-tax producing nature, those certain parcels of land set forth and described in paragraphs 4 and 5 of the said Agreement of the 8th day of June, 1911, and being the several parcels of land in the City of Prince Rupert shown on the plan annexed to the said Agreement and numbered thereon as follows:

(a) Numbers five (5), fifteen (15), seventeen (17), twenty-one (21), twenty-four (24), twenty-five (25), twenty-six (26), twenty-seven (27), thirty-one (31), thirty-two (32), thirty-three (33), thirty-four (34), thirty-five (35), thirty-seven (37), thirty-nine (39), forty-two (42), forty-three (43), forty-four (44), forty-five (45), forty-six (46), forty-seven (47), forty-eight (48), forty-nine (49), fifty (50), fifty-one (51), fifty-two (52), fifty-three (53), sixty (60), and sixty-one (61):

(b) Numbers two (2), four (4), six (6), seven (7), eight (8), nine (9), ten (10), twelve (12), sixteen (16), twenty-eight (28), thirty-six (36):

The joinder of the Province in said conveyance shall operate as a quit-claim by the Province to all its interest in the said parcels of land.

2. Subject to the delivery to the City of deeds in fee simple as aforesaid, the parties hereto, other than the City, hereby release and discharge the City from the terms of the said Nine Hundred and Ninety-nine (999) year leases of the aforesaid parcels of land as set forth in paragraphs 4 and 5 of the said Agreement of the 8th day of June, 1911, and the City hereby releases and discharges the other parties hereto from all terms and conditions imposed upon them or any of them in and by the aforesaid Leases, and the City and the Province jointly and severally release and discharge the Railway Company from all terms contained in the said Agreement of the 8th day of June, 1911.

3. The City will at its own expense, if it becomes necessary to have the several parcels of land or any of them surveyed in order to obtain a Certificate of Indefeasible Title to the said lands, have the aforesaid several parcels or any of them surveyed and will at its own expense register such surveyed plans of the said parcels or any of them in the Land Registry Office in the City of Prince Rupert aforesaid, and the Railway Company agrees to sign any such survey plans as owner of the said lands prior to the conveyance thereof and to do all acts and deeds required of it, at the expense of the City, to enable the City to complete any survey of any of the parcels of land and to register any such plan or plans in the Land Registry Office, as aforesaid.

4. The City agrees that it will submit at one time to the Railway Company for execution by it all necessary deeds or conveyances with respect to all the parcels of land hereinbefore set forth.

5. Insofar as it may be necessary for the Railway Company to approve of said plans or to join in said deed or to release unto the City any right, title or interest whatsoever of the Railway Company in and to any of the said several parcels of land, the Railway Company agrees with the City that it will, at the expense of the City, execute and deliver such consents, releases, deeds, plans or other assurances of title as may be requisite.

6. It is understood and agreed by and between the parties hereto that this Agreement shall not become operative or binding unless and until the same is ratified

by the Legislature of the Province of British Columbia; the parties hereto severally agreeing to co-operate in taking all steps and doing all things necessary to obtain such ratification, provided that any and all expenses involved in such ratification will be borne wholly by the City.

7. This Agreement shall extend to and be binding upon the successors and assigns of the parties hereto respectively.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto.

THE CORPORATE SEAL OF CITY  
OF PRINCE RUPERT WAS HERETO  
AFFIXED IN THE PRESENCE OF:

" P LESTER "

*Mayor*

[SEAL.]

" SCOTT McLAREN "

*City Clerk*

THE CORPORATE SEAL OF CANADIAN  
NATIONAL RAILWAY COMPANY WAS  
HERETO AFFIXED IN THE PRESENCE  
OF:

" M. ARCHER "

*Vice-President*

[SEAL.]

" L A FULLER "

*Asst Secretary*

THE GREAT SEAL OF THE PROVINCE  
OF BRITISH COLUMBIA WAS HERETO  
AFFIXED IN THE PRESENCE OF:

" W. D BLACK "

*Provincial Secretary*

[SEAL.]

" RAY WILLISTON "

*Minister of Lands, Forests  
and Water Resources*